

# **EXHIBIT E**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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LYNNE FREEMAN, an individual,

*Plaintiff*

v.

TRACY DEEBs-ELKENANEY P/K/A TRACY WOLFF,

an individual, EMILY SYLVAN KIM, an individual, PROSPECT AGENCY, LLC, a New Jersey limited liability company, ENTANGLED PUBLISHING, LLC, a Delaware limited liability company, MACMILLAN PUBLISHERS, LLC, a New York limited liability company, UNIVERSAL CITY STUDIOS, LLC, a Delaware limited liability company

*Defendants*

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**EXPERT REPORT AND DISCLOSURE OF  
CHRISTINE WITTHOHN**

## **PROFESSIONAL BACKGROUND AND EXPERIENCE:**

1. I have 18 years of experience as a literary agent with my own agency and 23 years of experience as a legal assistant. In addition to my professional experience, three years before I opened my own agency, I took multiple courses and workshops on both coasts for *components of story*, *pitching*, and *techniques of negotiating*, and I traveled to New York once a month for 1-2 weeks at a time, to meet with editors from all six major New York Publishing Houses (there are now five), as well as various mid-size and smaller New York publishers. I am a member of the AALA. A copy of my resume is attached to this report as Exhibit 1.

## **ASSIGNMENT:**

2. I understand that in this case unpublished author Lynne Freeman claims that Tracy Wolff used and recast characters, storylines, etc. from her various *Blue Moon Rising* manuscripts to create Wolff's *Crave* book series. From a layperson's perspective it may appear that Wolff was a successful published author who would have no need to copy from an unknown, unpublished author, but with proper industry expertise it is evident from Wolff's publishing history that her writing success was seriously waning and that she had been unable to successfully transition from a romance writer to a young adult writer prior to the *Crave* series.

3. I have been asked to offer my industry expertise to help the jury understand where, objectively, Tracy Wolff's writing career was just before writing the *Crave* series. Relatedly, I have been asked to offer my expertise to help explain the changes in the industry that led Emily Kim to set up a separate company to hire writers, including Tracy Wolff, out on "work for hire" projects whereby authors such as Wolff would write books based on characters and/or storylines they received from others.

4. For the purposes of this report, I have reviewed contracts/amendments, manuscripts, editorial notes, author edits, pitches, chapter summaries, texts, emails, websites, podcasts, interviews, sales records, royalty statements, attorney's letters, amended complaint, court filings, and depositions. A list of documents I referenced and used for this report is attached to this report as Exhibit 2.

5. My rate for expert testimony in this case is \$200 per hour.

## **Relevant Industry Background:**

6. Literary agents represent authors with respect to the sale of those authors' original works. Their primary job is to secure publishing contracts for those works from potential publishers. They do that by presenting manuscripts written by the authors to publishers, and then negotiating the necessary contracts if the publisher wants to acquire the manuscript.

7. Around 2010 the market started to change as ebooks became a *thing* in publishing and industry professionals began to take notice. Independently published authors such as Amanda Hocking (*My Blood*

Approves series) and Joe Konrath (Jack Daniels Thriller series) broke out in a big way without any assistance from New York publishers. Many traditionally published authors watched as sales by their independently published counterparts began to far surpass their own. Thus began the rise of the ebook publishing craze and small digital presses popping up all over the country.

8. As the popularity of independent publishing progressed, there was a steady increase in the number of traditionally published authors who were not renewing their “trad” publishing contracts and becoming hybrid authors (publishing both traditionally and independently) or going indie altogether.

9. Many literary agents’ income took a hit, as they watched some of their biggest earning authors become overnight sensations in the digital market, without them. I experienced this phenomenon first-hand.

10. By 2012-2014, New York publishers found themselves competing against independently published authors for market placement and consumer dollars, particularly in the genre of romance. Independent authors were pricing their books far lower than New York publishers, who had large overheads to cover. This bottomed out the market somewhat and New York publishers began pulling back on their romance print acquisitions and renewing contracts.

11. To better compete, traditional publishers launched ebook or *digital* imprints where they offered little to no advance in exchange for a bigger royalty payout, but by 2016 the market was already becoming oversaturated with romance and it was increasingly difficult to place a book that would stand out. Meanwhile, on the indie side, writers who quit their day jobs to capitalize on the indie publishing gold rush, were now finding it difficult to feed their families with their writing income due to fierce competition and sheer volume of romances being published. The traditional romance market has still not recovered.

12. A separate niche in traditional publishing is “work for hire” (WFH). In a typical WFH situation a publisher hires a writer to write a specific story that fits the publisher’s needs, based on characters and/or a storyline that the publisher gives to the writer.

**As the romance market stalled, Emily Kim branched out into Work for Hire representation:**

13. Emily Sylvan Kim is a literary agent and primary owner of two companies, **Prospect Agency LLC**, a literary agency,<sup>1</sup> and **et al Creative LLC**, a book packaging company, opened in Glen Ridge, New Jersey on 02-26-16 (<https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>).

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<sup>1</sup> Mrs. Kim’s first Prospect Agency, LLC appears to have been formed on 08-19-2005 and dissolved in 12-13-2011 in Kings County, New York (<https://apps.dos.ny.gov/publicInquiry/EntityDisplay>). She then appears to have opened a second Prospect Agency LLC in Glen Ridge, New Jersey on 07-13-2011 which is the entity that she appears to be currently conducting business through (<https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>).

14. It appears that et al Creative was formed because Prospect's Agency business was losing its biggest earners to independent or hybrid publishing (example: Opal Carew; ***Publisher's Marketplace, Amazon***). This was not unique to Kim or her agency. Every agent was trying to adapt.

15. Anyone who understands publishing, particularly with respect to declining traditional advance amounts, understands you have to sell many nice deals<sup>2</sup> in order to make a decent living. Per information available on ***Publisher's Marketplace***, Kim's biggest earning clients are romance writers and her representation of those clients was getting much less profitable from 2010 through 2019.

2010: Traditional<sup>3</sup> 5; Category<sup>4</sup> 3; Small/Digital Presses<sup>5</sup> 0; WFH<sup>6</sup> 0 (\*with 1 *very nice deal*)

2011: Traditional 2; Category 2; Small/Digital Presses 2; WFH 0

2012: Traditional 4; Category 2; Small/Digital Presses 2; WFH 0

2013: Traditional 6; Category 5; Small/Digital Presses 15, 1 short story; WFH 0 (\*with 1 *very nice deal* and 1 *good deal*)<sup>7</sup>

2014: Traditional 5; Category 1; Small/Digital Presses 5, 1 novella<sup>8</sup>; WFH 2

2015: Traditional 2, 1 reissue novella; Category 0; Small/Digital Presses 11; WFH 2

2016: Traditional 6, 1 novella; Category 3; Small/Digital Presses 13, 1 anthology<sup>9</sup>; WFH 11

2017: Traditional 5, 1 novella, 1 anthology; Category 2; Small/Digital Presses 6, 1 novella; WFH 4

2018: Traditional 4, 1 novella; Category 1; Small/Digital Presses 7; WFH 1

2019: Traditional 1; Category 2; Small/Digital Presses 0; WFH 3

2020: Traditional 6; Category 1; Small/Digital Presses 2; WFH 9

All sales above are *Nice Deals* unless otherwise noted.

16. It is easy for Kim's deal history to look deceiving to anyone unfamiliar with the industry. Advance payouts from publisher are often broken up into multiple payments (for example: a payment upon signing, upon delivery of proposal, upon acceptance of manuscript, and sometimes upon publication). When an advance payment is split into smaller payments, i.e. 2, 3, or even 4 payments during the course of the publication process of a book (which can take up to 24 months for each book), the author (and by extension, the agent) might have to wait quite some time to get paid the full amount of the advance. Noting, that an agent normally makes 15-

<sup>2</sup> This is an industry term reflecting a broad category of the dollar amount for an author's publishing contract. See, e.g., <https://www.publishersmarketplace.com/deals/>. As defined by Publisher's Marketplace, a *Nice Deal* is one up to \$49k. Deals for larger dollar amounts go up from there to *Very Nice Deal*: \$50-\$99k; *Good Deal*: \$100-\$250k; *Significant Deal*: \$251-\$499k, and *Major Deal*: \$500-up

<sup>3</sup> *Traditional*: means placed with a traditional publisher

<sup>4</sup> *Category*: means quick reads or shorter books, aka "dessert books"

<sup>5</sup> *Small or Digital Presses*: usually give \$0 to a small token amount of an advance payment.

<sup>6</sup> *WFH*: Work for Hire - payment is often a flat fee when the manuscript(s)/project is delivered and accepted. An author may or may not get royalties.

<sup>7</sup> A short story is a body of work that ranges between 100-10,000 words in length. Advances are typically nominal, since they are so short.

<sup>8</sup> A novella is a short body of work that ranges between 20-45k words in length. They can be sold separately or included in a body of work known as an "anthology." Advances for novella are typically very small, since they are not a book-length work.

<sup>9</sup> An anthology is a collection of poems or other pieces of writing (normally consisting of shorter length works).

20% on all domestic sales and 20-25% on subsidiary and foreign sales. It is clear that there was no growth in Kim's traditional sales, whereas there is a significant increase in her work-for-hire sales overall.

17. Et al Creative LLC was created to generate work for hire assignments for writers. Its website describes what it does as follows:

**What We Do**

*We know every editor has a wish list, an idea their readers will love, a project that fills a gap in the market. Publishers have access to valuable data as well as key insights into vendor needs and expectations. But what if no one submits that dream book?*

*et al Creative offers a solution.*

*We provide publishers a way to fill gaps in their lists and meet market demands. We listen to editors and then turn their big ideas over to a hand-picked creative team of working professionals in the industry. Depending on the project, these can include active writers building their own name, established authors looking to expand their brand, and members of the editorial community looking to participate creatively.*

18. Through et al, Kim actively solicited and pursued WFH opportunities for her Prospect Literary clients, including Wolff (discussed below), using their experience and status, and has successfully closed multiple deals.

- ABDO deals (noting of the 37 WFH ABDO deals, Kim has sold 20 of them) (***Publisher's Marketplace***)
- Magic Wagon (an imprint of ABDO) (***Publisher's Marketplace***)
- A draft letter dated August 21, 2018. Subject line: IP Projects. The letter was a solicitation to various publishing professionals for Prospect Agency clients looking for "IP or work-for-hire projects" from "some of our most talented and enthusiastic writers from all genres: romance, middle grade, YA, children's books, suspense, media-tie ins, and more!" (***Bates# KIM00016603-KIM000016604***)

19. Notably, Kim actively pursued WFH situations during the edits of COURT when she requested her *et al* Creative business partner, Lea Taddonio, do edits on the book, thus creating a situation of self-dealing, whereby she would be paid for Wolff's work on the creative side, and Ms. Taddonio's WFH work on the editorial side.

- This is a text dated July 31, 2021 and is between Kim and her client, Tracy Wolff.  
WOLFF: "It will be a FUCKING MIRACLE" "She has ignored every email and text liz has sent her"  
KIM: "Why?"  
WOLFF: "If stacy has a job at the end of this"  
KIM: "I trust her at least"  
WOLFF: "This books is cursed" "And omg"  
KIM: "Well Lea is an author but has been in the editorial side for a while now. I could ask her just for back up ideas"  
WOLFF: "Not my problem. Liz is the one who had a stroke" "Great editor or copy editor?" "She hates authors as copy editors" "Did you know the woman was one" "Until she started doing all this shit"  
KIM: "She is a great editor" "Agree could definitely do it"  
WOLFF: "Lia does. Copyediting?"  
KIM: "That's insane. I'm so sorry!!"  
WOLFF: Heather was working for hours to undo them"

KIM: “She should hire Lea” (*Bates# WOLFF 0097092-0097093*)

20. It is evident that Kim’s income was becoming more dependent on digital and work-for-hire deals; the data that Kim herself listed on Publisher’s Marketplace speaks for itself. Her income from WFH, i.e., giving her writers a story to write as opposed to trying to sell their original stories, was increasingly becoming an important part of her business, making up for some of her declining revenues.

**Tracy Wolff’s writing success was in decline.**

21. To someone unfamiliar with the publishing industry, it may seem strange to suggest that an author with a number of published books would ever think to or need to copy someone else’s work, but to anyone familiar with the publishing industry it is clear that in 2019 Wolff’s writing success was waning and she needed help.

22. There is a saying among agents in publishing, “it’s easier to sell a debut, than it is to sell someone with a mediocre track record.” When a publisher acquires an author, the expectation is that the author will not only earn out their advance, but hopefully have an instant upward trajectory in sales. When an author *doesn’t* meet a publisher’s sales expectations, they may or may not give that author another chance by offering a new contract. If the author, who has less than stellar sales number, does get another chance and their contract is renewed, it’s largely due to their editor fighting for them, or suggesting another way to position that author in the market.

23. There are different reasons why an author writes under different names. One reason is they use different names for different genres. An example of this would be Sally Sunshine writes *steamy erotic romance* under the nom de plume, Sally Shine, but writes *young adult* under the name Sally Moonglow. Sally does this because she is growing two different brands and she doesn’t want her young adult readers to accidentally buy a steamy erotic romance by mistake. Another reason why an author has multiple names is because they had poor sales numbers and they are trying to reinvent themselves, and by extension, their brand.

24. Tracy Deebs-Elkenaney has written under four different nom de plumes: Tessa Adams, Ivy Adams, Tracy Deebs, and Tracy Wolff. Let’s look at each name individually.

25. TESSA ADAMS: Under this name Ms. Deebs-Elkenaney’s agent, Kim, sold two different deals to NY publisher, Penguin Publishing Group (NAL, a print imprint). The first deal was on October 27, 2009 for a 1 book deal of an adult romance (Dragon Heat series), and the second deal was on March 4, 2010 for books 2 and 3 of that same series. The sales were disappointing because there was a failure to launch, thus that nom de plume was retired. (*Publisher’s Marketplace; NPD BookScan, Amazon*)

26. IVY ADAMS: Under this name Ms. Deebs-Elkenaney’s agent, Kim, sold one deal to NY publisher, Macmillan (Walker Children’s, a print imprint) for a young adult title. The one and only deal was on February



21, 2011, but there was no listing for that book title anywhere, which could mean: the deal posted in error, was canceled, or evolved into something else. I did, however, find seven independently (self) published erotic romances titles of this author, writing under this name. (*Publisher's Marketplace; Amazon*)

27. TRACY DEEBS: Under this name, Kim sold four different young adult deals to NY publisher, Macmillan (Walker Children's, a print book imprint), but the publisher did not renew. Next, Kim sold a co-authored deal to a mid-size Chicago publisher, Sourcebooks (a print publisher), but the series ended there.<sup>10</sup> The last deal Kim successfully closed for this nom de plume was a WFH deal with ABDO (a children's educational publisher, as WFH). None of the titles under this name had stellar sales numbers and I have not found any additional titles. (*Publisher's Marketplace; NPD BookScan, Amazon*)

28. TRACY WOLFF: Under this name Ms. Deebbs-Elkenaney's agent, Kim, sold various deals in the genres of romance, erotic romance, new adult, and middle grade WFH. There is a clear downward trajectory in regards to the *level* of publishers and publisher offerings; starting with NY publishers, and then to digital publishers (which offer little or no advance) and WFH. (*Publisher's Marketplace; NPD BookScan, Amazon*)

- Kim first sells two erotic romance deals to Penguin Publishing (NAL, a print book imprint), on January 18, 2008 and December 8, 2008, after which they do not renew or offer a new contract. (*Publisher's Marketplace*)
- Kim then sells four different romance deals to Harlequin Enterprises (different print lines of category romance) on June 5, 2008; October 27, 2009; April 21, 2011; and June 20, 2013. The author must not have sold well, because there are no other sales list with this publisher. (*Publisher's Marketplace*)
- Kim then sells one erotic romance deal to digital publisher, Entangled (digital publisher, who by then has secured a print distribution deal with Macmillan Bates# MACMILLAN0000128-MACMILLAN 0000156) on May 20, 2013. There are no other sales listed with this publisher under this name. (*Publisher's Marketplace*)
- Kim then sells to six different new adult and adult erotic romance deals to Random House (Loveswept, an ebook only imprint) on October 1, 2013; October 7, 2013; August 19, 2014; September 23, 2015; and (2) July 19, 2017. (*Publisher's Marketplace*)
- Kim then sells three *novellas* to Harlequin (Carina Press, their digital line) on November 27, 2018. (*Publisher's Marketplace*)
- Kim then closes a middle grade WFH deal to ABDO (a children's educational publisher who offers WFH) on June 29, 2016. (*Publisher's Marketplace*)

29. Before the *Crave* series, Wolff's sales show a failure to launch in both her YA and erotic titles. There is downward trajectory in both sales and publishers (in terms on hierarchy and offerings).<sup>11</sup> (*Publisher's Marketplace: Tracy Deebbs' sales listings; Tracy Wolff's sales listings; Tessa Adams' sales listings, Ivy Adams' sales listing; NPD BookScan; Amazon*) It appears Wolff was struggling with her writing career and had Kim

<sup>10</sup> The co-authored project that ultimately sold to mid-size publisher Sourcebooks (a print publisher) was unsuccessfully shopped to eleven different NY publishers/imprints before it was successfully placed at Sourcebooks, which indicates that neither author had good sales numbers, the project that was being shopped wasn't of interest or a good fit for those NY publishers, or a combination of both. (Bates# KIM00162415)

<sup>11</sup> I also found it curious that Kim never posted the *Crave* series book sales on Publisher's Marketplace, particularly since she posted all Ms. Deebbs-Elkenaney's other sales there.



actively looking for WFH projects for her. It also appears Wolff had contracts canceled because she was unable to meet her delivery dates. This is evident from the following:

- Email dated August 1, 2018.**  
 This email was between Kim and Sue Grimshaw, Wolff's editor at digital imprint, Loveswept.  
 KIM: "I hear you but I think the smartest thing we did was cancel the last contract and re-set ourselves. Tracy really wants to write both of these books. If we agree on both, I think you can count on seeing THOSE books and a timely delivery for both. (Bates# KIM00016909)"
- Email dated August 7, 2018.** Subject line: Re: New Tracy Wolff ideas  
 This email was between Kim and Sue Grimshaw, Wolff's editor at digital imprint, Loveswept.  
 KIM: "Thanks for setting up that call. I know Tracy would prefer two books and hopefully after talking to her, you can understand the financial reasoning behind it" "I know your desire not to sign up another book now has a lot of logical reasons..."  
 EDITOR: "Also, she still has two Entangled, and other books, next year so she has a full dance card already – I thought she felt that way too."  
 KIM: "I totally get where you and Gina are coming from. At heart, I believe this is about Tracy's track record in turning in manuscripts past her deadline and I understand that is very difficult for you to move things around on the back end. I sympathize and I really do understand. "If when the time comes, you and Gina decide not to move forward with another book with Tracy, she'll be in an unacceptably tight spot. The inability to have even a limited amount of security knowing a publisher is committed to selling a book with her just tips her over the edge into dangerous territory. "That said, if you and Gina really want to move forward with only one book we'll accept your decision and start looking at other options for helping Tracy meet her financial needs. (Bates# KIM 00016907)"
- Email dated May 1, 2020.** Subject line: Re: Writer for hire search.  
 This email was between Kim and Sasha Henriques, Associate editor, Random House Children's Books.  
 EDITOR: "...I'm auditioning writers for a licensed property at the moment and I'm wondering if there's anyone at Prospect who could be a good fit. I'm looking for a queer, female writer who can do YA Sci-fi/fantasy/contemporary fiction—specifically, this is for a *Stranger Things* novel."  
 KIM: "...I have a perfect author in mind: Tracy Deeks. Tracy fits your description perfectly and has a strong experience writing her own work as well as work-for-hire. Here is a link to a starred review of a project she recently did for Little Brown. Sadly, this project was orphaned and was never was promoted and we couldn't really help out as it was a work-for-hire situation."  
 EDITOR: "...The audition would be on spec, and the project would be flat-fee work for hire."  
 KIM: "...Just making sure you received this!"  
 EDITOR: "...It's been a while since we've spoken, and, my how the times have changed! I hope this email finds you well, and I hope you and yours are staying safe and healthy. I apologize for the long, long wait in circling back with an answer on the *Stranger Things* audition. As you can imagine, Netflix has shifted out a lot of their production schedules, so it has been difficult getting an answer from them! I am sorry to say that they decided to go with another writer for the Robin project."  
 KIM: "...I'd love for my authors to be considered for other projects or please do think of our packaging company, et al Creative. We've been quite busy these days doing all sorts of things and would love to help you and our imprint too!" (Bates# KIM00012369-KIM00012379)
- Kim and Wolff text exchanges from December 12, 2020:**  
 WOLFF: "Can you believe a year ago we thought this was going to be a bust?!?!?" "The difference a year makes"  
 KIM: "I never thought that! (Bates# KIM00349453)"

- **YouTube Podcast Hank Gardner Interview, March 12, 2021.**  
**Author Stories Podcast Episode 1072, [00:15:00-00:16:00].**

WOLFF: “And about four or five years ago, I went through a really, really, rough period in my life. Like, my life kind of fell apart in a lot of different ways. And, um--and I was really blocked writing for the first time in my life. And, I mean, I don’t have a choice. You gotta write.” “So, anyway, I...through a bunch of different—like talking to a lot of different friends who, you know, had been blocked before, and this kind of thing, where... You know, the last thing I wanted to do was sit down and write because, you know, things were falling apart around me, and I wasn’t feeling very creative.”

- **KIM and WOLFF text exchanges from October 7, 2021:**

WOLFF: “When I was so depressed and tanking my career, you, Emily, shelly, Sherry, martin, all talked to me.” (***Bates# KIM 00348229***)

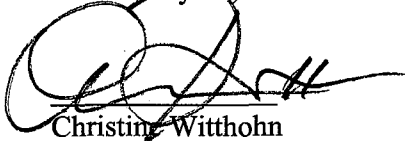
30. The documents I reviewed in this case that were produced by Emily Kim tell a clear story to anyone familiar with the romance and YA writing markets over the past decade. Tracy Wolff had some success as a romance writer, but that success was waning, and she was unsuccessful in transitioning to YA prior to Crave. She has publicly admitted to having writer’s block and admitted she was depressed, and her career was tanking. During this time her agent was launching and actively developing a very different business to make money, which involved having her clients, including Wolff, write stories from someone else’s ideas as WFH.

### **Conclusions**

31. Only the defendants in this case know what materials and ideas were given to Wolff, but in determining what is likely I believe the Court and jury (if this is to be a jury trial) should understand the trajectory of Wolff’s writing career and the changes in Kim’s business, as both support the likelihood that Wolff and Kim would have been looking to sources other than Wolff for a story for Wolff to write.

I have rendered all statements and opinions to a reasonable degree of certainty, and I reserve the right to amend my report if any new information becomes available to me.

Dated: May 10, 2023



Christine Witthohn

**Exhibit 1**

**CHRISTINE WITTHOHN**

1345 Barnum Avenue, Suite 9, No. 348, Stratford, Connecticut 06614 – U.S.A.

E-mail: cwiththohn@gmail.com Telephone: 203-664-4044

**EXPERIENCE:**

**Book Cents Literary Agency LLC, Stratford, Connecticut**

*Owner and U.S. & Foreign Rights Executive (01/2005–present)*

- Find talent, brainstorm story ideas, write submission letters/synopses/cover blurbs, oversee ads, promotions and brand development;
- Negotiate and manage the sales of a large list of intellectual property; manage and balance royalty payments and statements;
- Work closely with authors, agents, editors/publishers (both foreign and domestic), film agents, translators, and publicists;
- Negotiate domestic and foreign publishing, dramatic, audio, translations, graphic, other sub-rights agreements, for my own agency as well as for other agents/agencies, foreign publishers, independent U.S. publishers, foreign translators, and established indie authors;
- U.S. Sales & Licensing Agent for Edebé, Spanish Children's Publisher (01/2013–present);
- U.S. Sales & Licensing Agent for Egmont/Lyx, German Publisher (01/2013–2016);
- U.S. Sales & Licensing Agent for Bragelonne, French Publisher (10/2012–2014);
- Sub-rights Agent for Oliver-Heber Books LLC (2021-present)
- Sub-rights Agent for Dragonblade Publishing Inc. (2021-present)
- Attend all major book fairs (Bologna, London & Frankfurt Book Fairs & BEA/NYRF).

**Mehalic Law PLLC, Morgantown, WV**

*Legal and Executive Assistant (03/2001–present)*

- Reviewed and negotiated literary agency, publishing, and licensing agreements for authors, translators, and agents/agencies;
- Attended numerous (CLE-continuing legal education) entertainment law seminars and workshops in Los Angeles for negotiating contracts and licensing agreements for literary, professional sports, music, theatrical/dramatic rights, and film/television.
- Legal research and analysis

**The Story Vault LLC, Morgantown, WV**

*Owner and Managing Rights Agent (11/2011–12/2017)*

- Owned and managed an assisted self-publishing platform for Book Cents Literary Agency authors, as well as for authors from other agencies;
- Oversaw content acquisitions, production, marketing campaigns, and royalty distribution;
- Negotiated translations and sub-right licenses for all front and backlisted books;

**CLASSES & WORKSHOPS:** (Leader or instructor)

- *Brainstorming for Writers & Content Creators* – conducted brainstorming workshops in U.S./Europe (04/2010–present);
- Conducted and taught workshops and classes for writers - (Oxford, England/St. Hilda's College): *Managing Your Rights; Building Your Brand; and Marketing/Promoting Your Book in the Digital Age* (04/2013–01/2016).

**AWARDS & PROFESSIONAL ACHIEVEMENTS:**

- Nominated for Agent of the Year (chosen by peers/agents and editors) (2010);
- Sponsor of the International Women's Fiction Festival in Matera, Italy (the only writer's conference with access to U.S. and Foreign editors and publishers) (2007–present);
- Professional Member of: Romance Writers of America (RWA); Mystery Writers of America (MWA); AALA - Association of American Literary Agents (formerly AAR);
- Founder of the Global Literary Agent Network (2021–present) (mentoring and sharing information on literary markets around the world).

**EDUCATION:**

**University of Charleston**

Bachelor of Science Degree, December 1998

Majors: Biology; Chemistry; Nursing

Honors: President of XBΘ (Scientific Honorary); National Historian Marshall of XBΘ (Highest Honors of the Scientific Honorary).

## Exhibit 2

### Documents and Reference Material:

- Lynne Freeman v Tracy Deeks-Elkenaney et al. First Amended Complaint
- February 9, 2022 CDAS Letter from defendant's counsel or plaintiff's counsel
- Depositions of: Stacy Abrams, Liz Pelletier, Emily Kim, Tracy Wolff
- Publisher's Marketplace
- Amazon
- NPD BookScan
- <https://apps.dos.ny.gov/publicInquiry/EntityDisplay>
- <https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>
- et al Creative LLC <http://www.etalcreative.com/>
- Prospect Agency LLC <https://www.prospectagency.com/about.html>
- Prospect Agency Agreement (Bates# KIM00352651-00352654)
- Entangled Contract (Bates# ENTANGLED0073254-0073271)
- Entangled Contract Addendums 1-8 (Bates # KIM00332726-0033272, KIM00332719-00332721, KIM00332729-00332731, KIM00332774-00332777, KIM00332750-00332753, KIM00332778-00332781, KIM00332722-00332725, KIM00332715-00332718)
- YouTube Podcast Hank Gardner Interview, March 12, 2021. Author Stories Podcast Episode 1072 <https://youtu.be/oBqw-oWYQIQ>
- March 18, 2014 Email between Emily Kim to Jenny Bent (Bates# KIM00162414-00162421)
- December 17, 2017 Email from Kim to Payroll-r-Us; Subject: Re: et al (Bates#KIM00330440-00330442)
- August 21, 2018 Email from Emily Kim to Alexandra Chipkin; Subject: IP Projects (Bates# KIM00016603-00016604)
- July 31, 2021 Text exchange between Emily Kim to Tracy Wolff (Bates# WOLFF0097090-0097109)
- Macmillan Distribution Agreement with Entangled (Bates# MACMILLAN0000128-0000156)
- August 7, 2018 Email from Emily Kim to Sue Grimshaw (Bates# KIM000016907-00016914)
- May 1, 2020 Email from Emily Kim to Sasha Henriques; Subject: Re: Writer for hire search (Bates# KIM00012369-00012377)
- December 12, 2020 Text exchange between Emily Kim to Tracy Wolff (Bates# KIM00349453-00349455)
- October 17, 2021 Text between Emily Kim to Tracy Wolff (Bates# KIM00348229-00348230)
- April 13, 2021 Text between Emily Kim to Tracy Wolff (Bates# KIM00349056-00349057)
- August 1, 2021 Text between Emily Kim to Tracy Wolff (Bates# KIM 00348522-00348523)
- December 5, 2020 Text between Emily Kim to Tracy Wolff (Bates# KIM00349838)
- April 6, 2020 Group Text between Emily Kim, Tracy Wolff, and Liz Pelletier (Bates# ENTANGLED 0074452-0074464)